

CONFIDENTIAL

NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

REQUISITION OR OTHER PURCHASE AUTHORITY

5500-8504- 66

CONTRACT/TASK ORDER NO.

ISSUING OFFICE

NAME

ADDRESS

CONTRACTOR

NAME

ADDRESS

CONTRACT FOR

AMOUNT

Special Engineering Research Services

APPROPRIATION AND OTHER ADMINISTRATIVE DATA

Declass Review by NGA.

This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☒ Corporation, incorporated in the State of Delaware, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 15 September 19 65.

SIGNATURES (Type or print all names under all signatures)

CONTRACTOR

THE UNITED STATES OF AMERICA

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

GROUP I

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SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

CERTIFICATE

I, _____, certify that I am the _____
_____ of the corporation named as Contractor herein; that
_____, who signed this contract on behalf of the Contractor, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(SIGNATURE) (Corporate Seal)

CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

TERMS AND CONDITIONS

1. SELLER'S INVOICES -- Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.

7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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SCOPE OF WORK:

The Contractor shall provide the necessary services, as directed by the Technical Representative of the Contracting Officer, to assist in research leading to the discovery and manifestation of those aspects of vision and perception which bear directly on the visual tasks of the photo interpreter, by means of a literature search and related work, in accordance with the Contractor's Proposal No. 2209, dated 7 June 1965, as revised by Revision No. 3, dated 26 August 1965, said Proposal No. 2209, as revised being incorporated herein by reference and made a part hereof.

SERVICE CHARGES:

A. (1) The Contractor shall be paid for services in accordance with the following rates:

| <u>Class</u> | <u>Grade</u> |
|---------------------------------|--------------|
| Manager - Image Analysis Center | 8 |
| Senior Engineer, Photographic | 6 |
| Senior Engineer, Photographic | 5 |
| Technical Typist | 2 |

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(2) Man hours to be worked by the various labor categories shall be as follows:

| <u>Class</u> | <u>Grade</u> | <u>Hours</u> |
|---------------------------------|--------------|--------------|
| Manager - Image Analysis Center | 8 | 24 |
| Senior Engineer, Photographic | 6 | 240 |
| Senior Engineer, Photographic | 5 | 1560 |
| Technical Typist | 2 | 160 |

No deviations from this schedule are authorized without the prior written approval of the Technical Representative of the Contracting Officer.

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(3) It is mutually understood and agreed by the parties hereto that the assignment of all Contractor employees to work under this contract is subject to the prior review and approval of the Technical Representative of the Contracting Officer and the said Technical Representative shall be authorized to require the removal of Contractor employees from work under this contract if it is deemed to be in the best interest of the Government.

B. Subsistence expense incurred by the Contractor's employees while in travel status and at work away from the Contractor's Plant, in the performance of this Contract shall be payable hereunder at an actual and reasonable rate not to exceed \$20.00 per day plus a G&A charge of 14% of the subsistence expense allowed. Subsistence for periods of less than 24 hours shall be granted according to appropriate U.S. Government Travel Regulations.

C. Transportation expenses actually incurred by the Contractor's employees in the performance of work under this Contract shall be reimbursable at cost. However, no travel shall be undertaken in performance of work under this Contract without prior written authorization by the Technical Representative of the Contracting Officer.

The Contractor shall conform to the expressed Government Travel Policy of utilizing less than first-class commercial airline accommodations whenever the cost is to be a direct charge for travel in performance of work under this Contract.

D. Communication costs actually incurred in the performance of this Contract and which are not included in the Contractor's overhead shall be reimbursable at cost.

DELIVERABLE ITEMS:

1. Five (5) Copies Each, Quarterly Progress Reports of work accomplished and progress to date.
2. Special Reports containing information thought to be of unusual import shall be submitted immediately subsequent to the discovery of such information if required by the Technical Representative of the Contracting Officer.
3. Five (5) Copies Each, Final Report, in the format required by the Technical Representative of the Contracting Officer.

REQUIREMENTS FOR CONTRACTOR'S PERSONNEL INVOLVED IN WORK ON AGENCY PREMISES: (This provision is applicable only where work is performed on Agency premises)

The Contractor agrees that he will assign only such personnel who are citizens of the United States of America to the work in the Purchaser's building as provided herein. Further, only such persons as have been authorized

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by the Government's Project Officer shall be assigned to such work. In this connection, for identification purposes, the Contractor shall be required to submit the name, address, place and date of birth of all personnel who would be involved in such work. Said information will be required not later than ten (10) days in advance of the scheduled date of such work.

LIABILITY OF THE CONTRACTOR: (This provision is applicable only where work is performed on Agency premises.)

The Contractor agrees that all persons performing the work under this contractual document will maintain a high degree of vigilance and diligence to prevent any damage or injury to Government property, equipment or personnel in the vicinity of the work and to the greatest extent possible, avoid any interference with any plant operations that may be in process during the work performed hereunder. Further, the Contractor agrees that it would be his responsibility to see that any Government property or equipment damaged by his employees during the performance of such installation will be restored at his expense and to the satisfaction of the Contracting Officer.

PAYMENT:

A. Payments shall be made in accordance with Schedule F, entitled Time & Materials Provisions, Article 5, entitled "Payments".

B. Invoices for services, with the original certified Time Report (Exhibit A hereto) attached, together with supporting receipts or statements for transportation and other allowable costs shall be furnished to the Contracting Officer.

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PERIOD OF PERFORMANCE:

The performance period for this Contract shall be 15 September 1965 through 30 June 1966.

SHIPPING INSTRUCTIONS:

Any items to be delivered under this Contract shall be delivered FOB destination to whatever location within the continental limits of the United States as may be later stipulated by the Contracting Officer.

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All deliverable items, if any, shall be packaged and crated if applicable, in accordance with the Contractor's best domestic commercial practice or as further amplified by auxiliary specific instructions of the Contracting Officer.

In the event any material or items which may be concerned hereunder are, or may later become SECRET or CONFIDENTIAL and when the size or weight of such material or items classified SECRET or CONFIDENTIAL makes shipment by registered mail impracticable, commercial shipment should be made only by the Railway Express Agency "Protective Signature Service". The material must be securely crated and banded and prior to shipment, the Contractor shall advise the Contracting Officer of (1) the date the material will be shipped, (2) the approximate date of arrival, and (3) the approximate weight, size, and number of cartons. Bulk shipments of TOP SECRET material shall be made only in accordance with the specific instructions which will be furnished the Contractor by the Contracting Officer upon notification that the material is ready for shipment.

INSPECTION:

Inspection during the course of the Contract, as well as the final inspection and acceptance of deliverable products, if any, hereunder shall be made by the Technical Representative of the Contracting Officer. Final acceptance of items deliverable hereunder, if any, shall be made after proper inspection at the FOB point designated in accordance with the stipulations of Shipping Instructions above.

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SECURITY

Association of the Sponsor with this Contract is classified **CONFIDENTIAL**.
Work to be performed hereunder is **UNCLASSIFIED**.

In the event any question may arise during the preliminary phases of the work and/or research concerning the security of the technical aspects i.e., security classification of various component parts and/or related reports connected thereto, the Technical Representative of the Contracting Officer is authorized to furnish security guidance during this interim period.

This is only to be considered an authorized expedient and efficient means of resolving technical security problems by the Technical Representative of the Contracting Officer on the spot and is not to be construed as a waiver of the Contractor's responsibility to request formal written notification and/or authorization from the Contracting Officer prior to effecting any changes in over-all security classification of the contract, or item and/or reports being developed thereunder or the Contractor's Security Requirements, as agreed.

The association of the sponsor with the work being produced under this Task Order is classified **CONFIDENTIAL**. This classified information and any other classified information which may be specified in the first paragraph of this Security Article, will be divulged only on a need-to-know basis and then only to those who have been authorized in writing by this Government component to have access to classified information.

Correspondence originated by the Contractor and/or other data to be submitted hereunder, the contents of which contain classified information or refer to ~~the number of this task order and/or contract or the name and/or address of the Contracting Officer~~, shall be stamped by you with the classification of **CONFIDENTIAL**.

REPORTS

A Final Report, manuals, drawings and similar data as may be required under this Task Order, shall be submitted at such time and in such format as may be specified by the Technical Representative of the Contracting Officer or as may be otherwise set forth in the Scope of Work Article of this Schedule. In addition, Technical Progress Reports should be prepared in the manner normally practiced by you and submitted directly to the Contracting Officer's Project Engineer in accordance with the engineer's instructions. A copy of the Progress Report should be mailed directly to the Contracting Officer ~~unless you are advised otherwise.~~

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